



KITTERY PUBLIC WORKS DEPARTMENT

200 Rogers Road
Kittery, Maine 03904
1 (207) 439-0333
(Shared Fax Line 207-439-0333)

Solid Waste 439-1477
Shop 439-9037

Invitation to Bid Asphalt Base Bid Pricing and Reclamation

Sealed bids for furnishing the Town of Kittery, Maine with hot mix asphalt (HMA) and associated work will be received by the Town Manager, Council Chambers, Municipal Building, 200 Rogers Rd, Kittery, Maine 03904 until 2:30 p.m., April 9, 2009 at which time they will be publicly opened and read.

Proposals will be submitted in sealed envelopes plainly marked: "Asphalt Base Bid Pricing & Reclamation."

The Asphalt Base Bid Pricing and Reclamation shall be by unit pricing as delineated in Section 3. Note Special Provision Payment, Asphalt Price Adjustment. A description of the material specifications; scope of work and requirement; and contract provisions are attached.

The Contractor must give a description of their plant equipment, application and employee capabilities to perform highway asphalt applications.

The Town of Kittery will pay the requisition price 15-20 days following delivery of, and receipt of bills, for all items covered by the Contract Agreement. In submitting a bid under these specifications, bidder should take into account all discounts and time allowed in accordance with the above payment policy. Therefore, all bidders should quote a net price exclusive of all Federal or State Excise Taxes.

The Town of Kittery reserves the right to change, modify, or alter construction requirements, standards, specifications, or methods as well as the option to add or delete work projects within the Contract Term.

The Contract Term is the annual year of 2009, from January 1, 2009 to December 31, 2009. This term may be extended upon satisfactory performance and no change to the base bid price. If the base bid price changes the Contract may be negotiated and approved by the Town Council.

The Town of Kittery reserves the right to waive any informalities in bids, to accept any bid, and to reject any or all bids, should it be deemed for the best interest of the Town to do so.

Asphalt Base Bid Pricing & Reclamation

The asphalt base bid price will be given for net tons (2,000 lbs/ton) of hot mix asphalt (HMA) meeting all MDOT Section 400 and 700 mix and application specifications for material hauled, laid, rolled, and tested, with traffic control provided meeting MUTCD regulations. Exceptions are Local requirements:

1. Hot mix asphalt base price includes:

- (1.) All aggregate shall be virgin material with no RAP (recycled asphalt product);
- (2.) An asphalt QCP (Quality Control Program) must be supplied by the Contractor and an implementation outline shall be submitted with this bid which shall include a daily job mix formula (JMF) verification. Lab procedures and specifications shall be in accordance with MDOT specifications;
- (3.) Asphalt to asphalt applications may not be applied to a wet surface;
- (4.) The moisture and temperature conditions for asphalt to asphalt and/or of base applications will be per agreement of the Owner and Contractor; and
- (5.) A tack coat in conformance to MDOT specifications shall be applied to all asphalt to asphalt HMA applications.

2. Full Depth Reclamation includes:

- (1.) Conformance to MDOT specifications as contained in Section 307 – Full Depth Recycled Pavement and generally other applicable sections of Division 300 Bases.
- (2.) The reclaimer shall be accompanied with a grader, water truck, sheep/pad roller with 84" vibratory drum, and traffic control where it is necessary to maintain one lane traffic;
- (3.) The minimum depth of reclamation shall be 12" inches or the existing depth of the asphalt and base gravel if less than 12" inches. In the interest of having a homogeneous end product depth should be agreed to by the Owner and Contractor.

3. The Standard Form of Agreement Between Owner and Contractor known as A/A Document A 101-1997 (included) shall be used as modified by the additions to Article 7.7 Other Provisions and as applicable to unit pricing for the work being done.

Article 4 of A 101 Contract Sum 4.2 Unit prices are Exhibit A as follows:

- | | |
|--|----------|
| (1.) Machine hot mixed asphalt in place/ton | \$ _____ |
| (2.) Machine/hand place hot mixed asphalt in place/ton | \$ _____ |
| (3.) Hand placed hot mixed asphalt/ton | \$ _____ |
| (4.) Full depth reclamation/sq. yd. | \$ _____ |
| (5.) Full depth reclamation w/cement/sq. yd. | \$ _____ |
| (6.) Cold plane w/Owner trucking/sq. yd. | \$ _____ |

SPECIAL PROVISION
PAYMENT
ASPHALT PRICE ADJUSTMENT

Liquid Asphalt Price Source

Maine Department of Transportation, Bureau of Project Development, Contracts and Specification Section, East Coast/North East English Weekly Selling Price/Ton.
<http://www.maine.gov/mdot/comprehensiveprices.php>

Price Adjustment for Hot Mix Asphalt: For all contracts with hot mix asphalt a price adjustment for performance graded binder will be made for the following pay items:

- Item 403.206 Hot Mix Asphalt – 25 mm
- Item 403.207 Hot Mix Asphalt – 19 mm
- Item 403.208 Hot Mix Asphalt – 12.5 mm
- Item 403.209 Hot Mix Asphalt – 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt – 9.5 mm
- Item 403.211 Hot Mix Asphalt – Shim
- Item 403.212 Hot Mix Asphalt – 4.75 mm
- Item 403.213 Hot Mix Asphalt – 12.5 mm (base and intermediate course)

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increases or decrease.

Item 403.206: 4.8%	Item 403.210: 6.2%
Item 403.207: 5.2%	Item 403.211: 6.2%
Item 403.208: 5.6%	Item 403.212: 6.8%
Item 403.209: 6.2%	Item 403.213: 5.6%

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the liquid asphalt price given for the week of bid opening. Bids will be opened on a Thursday.

Price Adjustment: The price adjustment for performance graded binder will be determined by using the East Coast/North East English Weekly Selling Price/Ton, listed in the MDOT web site; <http://www.gov/mdot/comprehensiveprices.php>.

Method of Price Application: The adjustment to the base price will be determined by the Monday price one week in advance of the listed scheduled work begin date and applicable for the time required to complete the work list. For example, listed work scheduled for the week of June 22, 2009 would have the price adjustment date of June 15, 2009. If the work list requires time beyond the week of June 22, 2009 the price adjustment remains unchanged.

Summary
2009 Pavement Maintenance
Work List Spring #1/Early Summer 2009

Ranger Drive

Reclaim, 5,763 s.y.	\$ _____
Extra grading & prep, 563 s.y.	_____
Mix in 737 ton brown pack	_____
HMA, 1,080 ton of 19 mm base	_____
HMA, 840 ton of 12.5 mm top	_____

Dennett Road

HMA, 1,045 ton	
9.5 mm top	_____
HMA, MDOT I-95 section, 510 ton	
9.5 mm top (not approved yet)	_____
HMA, Local bike lane share 94	
ton 9.5 mm top	_____
HMA, MDOT bike lane, 280 ton	
9.5 mm top	_____

Gorges Road

HMA, 270 ton of 12.5 mm top	_____
-----------------------------	-------

Total	\$ _____
--------------	-----------------

Summary
Work List #2, Summer 2009

HMA 9.5mm, Lewis, Norton, Bartlett, and Haley Roads, 5,833 tons 9.5 mm	\$ _____
---	----------

Summary
Works List #3, Summer/Fall 2009

HMA, Rosellen Dr., Goose Point, Mitchell School Lane, Leach Road, and Manson Ave. Ext., 1,494 tons.	\$ _____
---	----------

**Work List #1
Spring/Early Summer 2009**

Ranger Drive

Reclaim two sections

26' x 1530' = 4,420 s.y.

26' x 465 = 1,343 s.y.

Ranger Drive requires the addition of 6" of brown pack on the first section of reclaim 26' x 1530' = 737 tons.

The brown pack hauled by Town forces is to be spread by the Contractor and mixed in with the reclaimed material.

Grade and prepare for paving the two sections of reclaim and new road section together into one road, 26' x 195' = 563 s.y.
Also tie in Valleys Road, Ranger Drive with minor grading.

Hot mix asphalt (HMA) 19 mm base mix @ 3" inches, 19 mm,
26' x 2,190' = 6,327 s.y. is 1055 tons +25 tons intersection is 1,080 ton.

Hot mix asphalt (HMA) 12.5 mm overlay for all of
Ranger Dr. including culdesac and Valleys Rd. tie in @ 1 ½" inches
26' x 3,290' = 792 ton main road
24' x 140' = 31 ton Valleys Road
17 ton for drives and intersections, total 840 ton.

Dennett Road

Note: All 9.5 mm mix used on Dennett Road shall be subjected to 75 gyrations as required by MDOT as per their sponsorship of the bike lane construction. The KPWD needs 24 advance hours notice prior to work in order to notify MDOT so they can arrange for their own testing procedures.

Old Post Road to compact sign past Ranger Drive

42' x 1300' (subtract 480' to allow for MDOT
bridge job, start at 25 mph sign) 42' x 920' = 4,293 s.y.;

hot mix asphalt 9.5 mm with 75 gyrations overlay

1" thick is 239 ton with an allowance for spot shim and to
resurface the So.Eliot Rd. intersection at 111 tons is 350 ton.

Compact sign past Ranger Drive to pavement seam past south bound
on ramp to I-95, 40' x 2000' = 8,889 s.y.;

hot mix asphalt 9.5 mm with 75 gyrations overlay 1" thick is 494 ton
plus 16 ton for intersections is 510 ton.

**This is an MDOT section of Dennett Road and will have to meet State
testing regulations if the work is approved. As of March 20, 2009
it is not approved.**

The quantities from the pavement seam past the south bound I-95 on ramp to the Eliot line have different payment responsibilities:

The Town is paying for travel lanes 23' wide x 4,622' = 11,812 s.y.; 9.5 mm overlay 1" thick is 656 plus spot shim, intersections @ 6% is 39 ton is 695 ton.

The MDOT responsibility for bike lanes has been restricted to 280 ton by MDOT Andy McDonald while the Town has to pick up the excess. The estimates for 1" hot mix asphalt are as follows by section:

Pavement seam past south bound I-95 on ramp
to Roseberry Lane 16' x 2,195' = 3,902 s.y.
is 217 tons.
Roseberry Lane to Leach Road, 11' x 1960' is
= 2, 396 s.y. is 133 ton plus driveway tie-ins of 6%
for 8 ton is 141 tons.
Leach Road to guard rail 382' x 5' = 212 s.y. is
12 ton plus driveway tie-ins is 16 tons.
Bike lane total 374 tons
MDOT 280 ton
Local 94 ton

Gorges Road

Route 1 By Pass to Ranger Drive, 36' x 790' = 3,160 s.y.;
hot mix asphalt 12.5 mm overlay 1 1/2" is 263 ton plus
drive tie-ins and Rt. 1 By-Pass intersection 7 ton is 270 tons.

Work List #2/Summer 2009

Prior to paving, KPWD has to replace deteriorated culverts, cut butt joints, and sweep these roads. The HMA paving Contractor work is spot and drag shim as needed followed by a 1" 9.5 mm overlay of asphalt for the following roads with estimated tonnages @ 1 1/2 " + 5% for driveway tie ins, intersections, and spot shim.

Lewis Road

20' x 5,460 = 12,133 s.y. = 1,062 tons

Norton Road

20' x 7,980 = 17,733 s.y. = 1,522 tons

Bartlett Road

19' x 11,750 = 24,806 s.y. = 2,171 tons

Haley Rd. section

22 x 4,900 = 11,978 s.y. = 1,048 tons

Total

5,833 tons

Work List #3/Summer/Fall 2009

The HMA stone size will be determined after an evaluation of list #1 and #2 above.

Rosellen Drive 25' x 500' = 1,389 s.y. (2") = 154 tons

Goose Point, 19' x 3,640' = 7,685 s.y. (2") = 854 tons

Mitchell Sch Ln, 28' x 735 s.y. = 2,287 s.y. (1 3/4") = 222 tons

Leach Road, 18' x 1,120' = 2,240 s.y. (1 1/2") = 187 tons

Manson Ave. Ext., 22' x 285' = 697 s.y. (2") = 77 tons

Total

1,494 tons

AIA Document A101-1997

Standard Form of Agreement Between Owner & Contractor

*Where the basis of payment is a
STIPULATED SUM*

1997 Edition

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN
ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR
MODIFICATION*

*AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this
document by reference. This document has been approved and endorsed by The Associated General
Contractors of America.*

AGREEMENT made as of the ____ day of _____ in the year Two Thousand Nine.
(In words, indicate day, month and year)

BETWEEN The Owner:
Town of Kittery
200 Rogers Road
Kittery, ME 03904

And the Contractor:
(Name & Address)

The Project is:
(Name & Location)

The Architect is:

The Owner and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire work described in the Contract documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as outlined in a proposal letter if any.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The date of commencement of the Work shall be the later of the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the owner.
- 3.2 The Contract Time shall be measured from the date of commencement.
- 3.3 The Contractor shall achieve Substantial Completion of the entire Work no later than ____ days from the date of commencement, or as follows:
- 3.4

ARTICLE 4 CONTRACT SUM

- 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The contract Sum shall be: _____, subject to additions and deductions as provided in the Contract Documents.
- 4.2 Unit prices, if any, are as follows: Attached as

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

- 5.1.1 Based upon Applications for Payments submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment to the Contractor within 30 days. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect receives the Application for Payment.
- 5.1.4 Each Application for Payment shall be based on the computation prepared by contractor pursuant to section 5.1.6 and the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.4A With each application for payment the contractor shall submit the following:

1. Waiver of Lien for prior application for payment by the contractor.
2. Waivers of Lien for prior application for payments for each subcontractor and supplier of material and equipment to whom or which payment has been made, according to the schedule prepared by the contractor.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with sub paragraph 5.1.6 shall be further modified under the following circumstances.

.1 Add, upon substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)

.2 Add, final completion and final payment will be in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 Written assignment to the owner by contractor and all subcontractors and major suppliers of material and equipment of all warranties and guarantees (if any), including manufacturers warranties, in the form approved by the owner; and
- .4 Three copies of any maintenance manuals issued by any manufacturer and/or supplier, if any; and
- .5 Reproducible as-built plans, and any other documents required in the contract documents to close out the project; and

6. Full and final discharges of all liens and/or requests to file mechanics' materials' major suppliers and like liens against the project in form acceptable to owner signed by the contractor, each subcontractor and all persons and entities who or which supplied labor or furnished materials or equipment in connection with the work; and
7. Execution by owner and contractor of a recordable notice of substantial completion pursuant to applicable law, and a certificate (directed to owner and its lender, if any) certifying that a copy of the notice of substantial completion has been provided to all subcontractors; and
8. Removal of all temporary facilities, construction equipment, surplus materials, rubbish and similar elements.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment or as follows:

5.2.3 Final Completion and Final Payment will be in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997. If work is suspended or delayed by any party other than the contractor for more than 120 days, the contractor at its option may notify owner that it no longer wants to work on the project and the contract will be considered "terminated by the Owner for convenience".

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate of 1 1/2% per month.

7.3 The Owner's representative is:

7.4 The Contractor's representative is:

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 All prices quoted within this contract including but not limited to lump sum quotes and unit prices are only applicable for one construction season and can be re-quoted at the option of the Contractor, if by no fault of the contractor work extends for more than one year.

7.7 Other provisions:

Required Contractor Insurance Coverage: Prior to commencing any work under this agreement, the Contractor shall furnish the Town of Kittery with certificate(s) of insurance in minimum scope and amounts as follows:

Commercial General Liability

Contractor shall maintain commercial general liability coverage in the minimum limits of \$1,000,000.00 bodily injury and \$100,000.00 property damage or \$1,000,000.00 Combined Single Limit (CSL).

Motor Vehicle Liability

Coverage to be certified for owned, hired and non-owned vehicles. Minimum limits of \$500,000.00 each person; \$1,000,000.00 each accident and \$100,000.00 property damage OR \$1,000,000.00 Combined Single Limit (CSL).

Workers' Compensation (If Required by Maine Law)

Workers' compensation to comply with Maine Statute, including employers' liability in minimum amounts of \$100,000. each accident, \$100,000. each employee, \$500,000. policy limit

Insurance Verification

All Certificate(s) of insurance coverage required herein must contain provision of ten-day advance notice to the Town of Kittery in event of policy cancellation or reduction in coverage. All policies except Workers' Compensation insurance must name the Town as additional insured.

Indemnity: Contractor agrees to indemnify, save harmless, and defend the Town, its officials, agents, servants or employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders caused, in whole or in part, by Contractor, its employees, or its subcontractors in the performance or non performance of this Agreement.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual and are as follows: Not Applicable

Document	Title	Pages
----------	-------	-------

The Specifications are those contained in the Project Manual if any

8.1.5

8.1.6 The Addenda, if any, are as follows: Not Applicable

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in the Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Documents.)

This agreement is entered into as of the day and year first written above and is executed in at least two original copies, of which one is to be delivered to the Contractor and one to the owner.

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name & Title)